

CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the MAR Contract of Sale)

The Residential Contract of Sale between WILLIAM GERMAN (Seller) and _____ (Buyer) dated _____ for the sale of property known as _____ (the Property) located in Carroll County, Maryland, is hereby amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the following provisions are inconsistent with other provisions in the Contract of Sale, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

NOTICE

INFORMATION ABOUT THIS PROPERTY (INCLUDING IMPACT FEES ON NEW CONSTRUCTION, SUBDIVISION DETAILS, HIGHWAYS, ROADS, BY-PASSES, TEMPORARY CUL-DE-SACS & ROAD EXTENSIONS, OFF-CONVEYANCE DETAILS SUCH AS INTENDED USE, BUILDING PERMITS AND PROPERTY ACCESS IS AVAILABLE IN THE CARROLL COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. FUTURE USES, PAST USES AND ORDINANCES AFFECTING PROPERTY USES ARE INCLUDED IN THE:

- RECORD PLAT
- CARROLL COUNTY MASTER PLAN
- CARROLL COUNTY ZONING ORDINANCE

COMMUNITY PLANNERS ARE FAMILIAR WITH THE COMMUNITIES TO WHICH THEY ARE ASSIGNED AND CAN ANSWER YOUR QUESTIONS.

CARROLL COUNTY BUREAU OF COMPREHENSIVE PLANNING - 410-386-2145
BUREAU OF DEVELOPMENT REVIEW - 410-386-2143
225 N. CENTER STREET, WESTMINSTER, MD 21157

1. RIGHT TO FARM DISCLOSURE STATEMENT (CARROLL COUNTY ORDINANCE NO. 127, THE CARROLL COUNTY RIGHT TO FARM ORDINANCE).

SELLER'S STATEMENT: THE FOLLOWING ARE REPRESENTIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE REQUIRED BY CARROLL COUNTY. CARROLL COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Carroll County Right to Farm Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments and pesticides. Carroll County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Carroll County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any questions concerning this policy or the reconciliation committee, please contact the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review for additional information.

IF YOU DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

2. COUNTY COMPREHENSIVE MINERAL RESOURCE PLAN: Carroll County has adopted a Comprehensive Mineral Resource Plan. This Plan identifies and ensures that certain areas will be protected for potential current and future economic development of these mineral resources. Buyer may review the Carroll County zoning maps to determine the impact said Mineral Resource Overlay Zone may have on their immediate and future property value and/or the present and future use and enjoyment of the Property. For more information Buyer should contact the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review.

3. AIRPORT EXPANSION, HELIPORTS & LANDING PATHS: Buyer is hereby advised that there may be existing or plans for future airports, heliports and landing paths near the Property. For information Buyer should inquire with all appropriate County, State and or Federal authorities.

THE PARTIES INITIALS ARE FOR ACKNOWLEDGING RECEIPT OF PAGE 1 OF THIS ADDENDUM	_____	_____	<u>WPG/S-409</u>	_____
	Buyer/Date	Buyer/Date	Seller/Date	Seller/Date

4. **DEFERRED WATER AND SEWER:** Some properties in Carroll County may be subject to past, current or future water deferred public water and sewer charges, required connections, and other related charges. For more information Buyer should contact the Carroll County Bureau of Utilities or the town in which the Property is located.

5. **EXISTING & PROPOSED LANDFILL SITES:** Buyer is hereby advised that the above described Property may be near an existing, proposed or closed landfill. Buyer may learn about existing, proposed or closed landfills by contacting the Carroll County Health Department.

6. **USE-IN-COMMON ROADWAY/DRIVEWAYS AND MAINTENANCE AGREEMENTS:** Buyer understands that a Property may be located on a private, use-in-common roadway/driveway. The County has no responsibility with regard to the right to use and maintenance of these roadways/driveways. Therefore, the right to use and the requirements and costs for maintenance should be determined by the Buyer. This information is available through the Public Land Records.

7. **HISTORIC DESIGNATIONS:** Buyer is hereby advised that if the Property is a designated historic site or is located within a historic district, Buyer acknowledges that, as such, the Property is subject to guidelines and regulations which may limit the extent to which the exterior features of the Property may be modified or altered. Buyer should contact the County Administrative Hearing Office and/or the local town government where the Property is located for further information. If the Property is listed on the national register, Buyer may contact the Maryland Historical Trust at (410)514-7600 for more information.

General Information

All public information pertinent to the Property but not limited to the items described above may be obtained from the Carroll County Office of Public Information and Communications Services at (410) 386-2973.

BUYER HEREBY ACKNOWLEDGES THEY ARE NOT RELYING ON THE DISCLOSURES OR LACK OF DISCLOSURES ON THESE ISSUES BY SELLER OR THE REAL ESTATE AGENT(S) OR BROKER(S) INVOLVED IN THIS SALES TRANSACTION.

BUYER AND SELLER HEREBY ACKNOWLEDGE RECEIPT OF THIS CARROLL COUNTY GENERAL NOTICES AND DISCLOSURES ADDENDUM.

Buyers Signature

Date

Buyers Signature

Date

William P. Jones

Sellers Signature

8-4-09

Date

Sellers Signature

Date

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INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM # 3 dated August 4, 2009 to Exclusive Right to Sell Brokerage Agreement dated August 4, 2009, between Owner(s) William Gorman and Broker RE/MAX Realty Group Maureen Nichols 4305 Ridge Drive Mt. Airy, MD 21771 for Property known as

INCLUSIONS/EXCLUSIONS: Owner intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

- INCLUDED: Alarm System, Built-in Microwave, Ceiling Fan(s) #, Central Vacuum, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Drapery/Curtain Rods, Draperies/Curtains, Electronic Air Filter, Exhaust Fan(s) #, Exist. W/W Carpet, Fireplace Screen/Doors, Freezer, Furnace Humidifier, Garage Opener(s) #, Garbage Disposer, Hot Tub, Equip. & Cover, Intercom, Playground Equipment, Pool, Equip. & Cover, Refrigerator(s) #, w/ice maker, Satellite Dish, Screens, Shades/Blinds, Storage Shed(s) #, Storm Doors, Storm Windows, Stove or Range, T.V. Antenna, Trash Compactor, Wall Oven(s) #, Water Filter, Water Softener, Window A/C Unit(s) #, Window Fan(s) #, Wood Stove

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public, Well, Sewage Disposal: Public, Septic, Heating: Oil, Gas, Elec., Heat Pump, Other, Hot Water: Oil, Gas, Elec., Other, Air Conditioning: Gas, Elec., Other

Water & Sewer included in lot rent

Owner William Gorman Date 8-4-09

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4305 RIDGE DRIVE, MTAIRY MD 21771
Legal Description: Mobile Home

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

- 1. The initial sale of single family residential real property:
A. that has never been occupied; or
B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
(2) Would pose a direct threat to the health or safety of:
(i) the purchaser; or
(ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 5 yrs

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply: [X] Public, [] Well, [] Other
Sewage Disposal: [X] Public, [] Septic System approved for (# bedrooms)
Garbage Disposal: [] Yes, [X] No
Dishwasher: [X] Yes, [] No
Heating: [] Oil, [] Natural Gas, [] Electric, [] Heat Pump Age, [X] Other Profane
Air Conditioning: [] Oil, [] Natural Gas, [X] Electric, [] Heat Pump Age, [] Other
Hot Water: [] Oil, [] Natural Gas, [X] Electric Capacity Age 5 yrs, [] Other

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Please indicate your actual knowledge with respect to the following:

- 1. Foundation: Any settlement or other problems? Yes No Unknown
Comments: _____
- 2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
Comments: _____
- 3. Roof: Any leaks or evidence of moisture? Yes No Unknown
Type of Roof: _____ Age _____
Comments: _____
Is there any existing fire retardant treated plywood? Yes No Unknown
Comments: _____
- 4. Other Structural Systems, including exterior walls and floors:
Comments: _____
Any defects (structural or otherwise)? Yes No Unknown
Comments: _____
- 5. Plumbing System: Is the system in operating condition? Yes No Unknown
Comments: _____
- 6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
Comments: _____
Is the system in operating condition? Yes No Unknown
Comments: _____
- 7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
Comments: Window units Living Room and master Bedroom
Is the system in operating condition? Yes No Unknown Does Not Apply
Comments: _____
- 8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
Comments: _____
Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
Comments: _____
- 9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
When was the system last pumped? Date _____ Unknown
Comments: _____
- 10. Water Supply: Any problem with water supply? Yes No Unknown
Comments: _____
Home water treatment system: Yes No Unknown
Comments: _____
Fire sprinkler system: Yes No Unknown Does Not Apply
Comments: _____
Are the systems in operating condition? Yes No Unknown
Comments: _____
- 11. Insulation:
In exterior walls? Yes No Unknown
In ceiling/attic? Yes No Unknown
In any other areas? Yes No Unknown Where? _____
Comments: _____
- 12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
Comments: _____
Are gutters and downspouts in good repair? Yes No Unknown
Comments: _____

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13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown

If yes, specify below.

Comments: _____

15. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? Yes No Unknown

If yes, specify below.

Comments: _____

16. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below.

Comments: _____

17. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? Yes No Unknown If yes, specify below.

Comments: HOA _____

18. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner William P. Dorman Date 8-4-09

Owner _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

Rev 10-1-05

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer
(Formerly #11301J/K)

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10/05

PHEASANT RIDGE ESTATES

RENTAL AGREEMENT

Rental Agreement (hereinafter called "Agreement") made this _____ day of 200_ between PHEASANT RIDGE ESTATES (hereinafter called "Owner") and (hereinafter called "Resident").

WITNESSETH, In consideration of the rents, mutual convenience and agreements made herein, the parties hereto agree as follow:

1. SITE

Owner hereby leases to Resident and Resident hereby rents from Owner, the home side (hereinafter called "Site") described as lot located on, Pheasant Ridge Estates, 7848 East Elm Drive, Mt. Airy, Carroll County, State of Maryland (hereinafter called "Community"), for the following terms and subject to the conditions and covenants, which the parties hereto, for themselves, their family, invitees, heirs, personal representatives and assigns, hereby agree to keep and perform, to wit:

2. RESIDENT OPTION OF TERM

Prior to entering this Agreement, Resident hereby acknowledges that:

(a) I was offered and accepted a one-year lease term by Owner, OR Initial

(b) I was offered but rejected a one-year lease by Owner and I accepted a Initial month-to-month lease term.

3. TERM ACCEPTED

(a) Resident accepts a **ONE YEAR (12 MONTH) TERM**, commencing on the _____ day of _____ 20 and ending on the _____ day of _____ 200_, inclusive, at and for the total amount of an annual rental of _____ Dollars (\$ _____) payable in advance, in equal consecutive monthly installments of _____ Dollars (\$ _____) on the first day of each and every month during said term, the first month's rent having been paid upon the execution of this Agreement

Upon the expiration of the one year term lease or any renewal thereof, Park Owner agrees to offer to a Qualified Resident (as herein defined), an additional one (1) year term lease.

In the event the Resident is not eligible for renewal or refuses to accept an additional one (1) year term lease, said Resident shall by virtue of the Agreement become a Resident from month-to-month, which said monthly tenancy shall be subject to all the conditions and covenants of said Agreement as though the same had originally been a month-to-month instead of a year term tenancy. Provided, however, that if the Owner shall give thirty (30) days notice in writing prior to the expiration of said original term, or any monthly renewal hereof, of its intent to change the terms and conditions of this Agreement, including but, not limited to, any provision herein relating to the amount and payment of rent, and the Resident shall continue in possession after the expiration of said notice, the tenancy under this Agreement shall thereupon be modified to the extent and in the particulars set forth in said notice relating to the modified terms and conditions.

OR

(b) Resident accepts a **MONTH-TO-MONTH TERM**, commencing on the _____ day of _____, 2000 and continuing from month-to-month until terminated by either party, by giving the other party at least thirty (30) days written notice prior to the termination date. The monthly rental for the site shall initially be Dollars (\$) _____) per month and shall continue at that rate until the resident is notified of any change at least thirty (30) days prior to a new rental rate being effective.

Month-to-month Resident acknowledges by his/her initials hereto, that the tenancy is automatically renewed from month-to-month until terminated as provided for herein. Such resident may request in writing an annual term lease from the Owner subject to modified provisions, amount of rent and eligibility as a Qualified Resident.

Initials

Initials

Date

Each month's rent, together with any County taxes, is payable as directed by the Owner, in advance on the first day of each calendar month without any deduction or set-off whatsoever and without demand.

4. QUALIFIED RESIDENT

A "Qualified Resident" as referred to in this Agreement, means a year-round resident who:

- (I) has made rental payments on the due date or within any grace period commonly permitted in the park during the preceding year;
- (II) within the preceding 6-month period, has not committed a repeated violation of any rule or provision of the rental agreement and, at the time the term expires, no substantial violation exists; and,
- (III) Owns a mobile home that meets the standards of the park.

Before the expiration of a 1-year term, or upon request of the resident at any time during a month-to-month term, a park owner shall offer to a qualified resident a rental agreement for a 1-year period.

An offer of a rental agreement for a 1-year term to a qualified resident shall:

- Be delivered to the resident no later than 30 days before the expiration of the existing term;
- 2. Explain, in clear language, a qualified resident's right to the 1-year term; and
- 3. Contain a statement that, if the resident chooses not to enter into a 1-year agreement, the lease will continue on a month-to-month term that can be discontinued by either party, upon 30 days' notice.

If the use of land is changed, all residents shall be entitled to a 1-year prior written notice of termination notwithstanding the provisions of a longer term in a rental agreement.

If a resident's rental agreement is not renewed on the basis that the resident is not a qualified resident, the park owner shall, within 5 days, provide the resident with a written statement of the specific reason for nonrenewal of the rental agreement.

A resident who has been offered a 1-year rental agreement under this section, and who has selected a month-to-month term and has not requested a 1-year rental agreement under this section, is not entitled to a 1-year rental agreement after a notice to terminate is delivered by certified mail to the resident by the park owner.

5. RIGHT NOT TO RENEW AGREEMENT

RESIDENT:

(a) Resident may terminate this Agreement at the end of any term by giving to the Owner, a minimum of thirty (30) days written notice prior to the termination date.

OWNER:

(b) Owner may elect not to renew this Agreement at the end of any month-to-month term, by giving, to the Resident, a minimum of thirty (30) days written notice prior to the termination date. The expiration of the month-to-month term may be the sole grounds for termination of the tenancy and the reason for termination need not be specified in the notice to terminate and vacate.

1. Should the Owner desire to discontinue the operation of the entire community, or a portion of the community which contains the Resident's site, and thereafter, change the use of the land, the Owner may terminate this Agreement by giving a minimum of one (1) year's written notice prior to the termination date notwithstanding the provisions of a longer term provided for herein.

Resident shall be responsible for rent payment during the notice period.

6. RENT DEFINITION AND PAYMENT

The term "Rent" referred to in this Agreement includes Basic Site rental, in addition to any and all additional charges from time to time levied against the Resident by Owner for expenses incurred in correcting any Agreement violation, together with all fees provided for hereunder, which fees are computed and described in accordance with Appendix "A: - Fee Schedule attached hereto and made a part hereof.

7. EXCISE TAX

Resident agrees to pay to Owner each month together with the rent payment, the appropriate excise tax assessed by the County, in the amount such assessment is established by the County.

8. LATE CHARGE AND COLLECTION FEES

Five (5) days after the date the rent is due, Resident agrees to pay a late payment charge of five (5%) percent of the rent past due or \$5.00, whichever is higher. Resident shall pay any expenses, including court cost and reasonable attorney's fees whether or not suit is actually instituted, incurred in the collection of overdue rental payments.

9. WAIVER

The receipt by Owner of rent with knowledge of any breach of any covenant or obligation of Resident hereunder, shall not be deemed a waiver of such breach, and failure of Owner to enforce its rights and the proper performance of any covenant or obligation of Resident hereunder shall not constitute a waiver of any subsequent act or violation of Resident, whether of the same or a different kind.

10. PARTIAL PAYMENT

No payment by Resident or receipt by Owner of an amount less than the monthly rent herein provided or a statement on any check nor on any letter accompanying any check or payment for rent shall be deemed an accord and

satisfaction, and Owner may, at its option, accept such check or payment without prejudice to its rights to recover the balance of such rents or pursue any other remedy provided in this Agreement or by law.

11. RENT INCREASES

After the initial term of this Agreement, or as provided for herein, Owner may from time-to-time, upon proper notice, increase the rent for the leased Site.

12. RENT ADJUSTMENT AND ADDITIONS

Resident will be subject to possible increase in rent during the lease term in accordance with the following provisions. In addition to the agreed rent, Resident shall pay, at Owner's option, as additional rent during this lease term, an amount representing Resident's proportionate share of any increases in real estate taxes on the subject property, environmental, sewer or water connection or use fees, license fees, refuse collection, plus any new costs or charges or assessments subsequent to the commencement date of this Agreement imposed upon Owner by any governmental agency in the nature of or in lieu of real estate or other taxes. Any new or increased costs or charges, provided for in this section, shall be charged to Resident, at the Owner's option, after Owner has notified Resident in writing of the adjusted monthly rent at least thirty (30) days prior to the effective date such adjusted rent is due and payable.

13. REPRESENTATIONS IN APPLICATION

Owner has tendered this Agreement to resident and Resident accepts same on the basis of representations contained in this application submitted by Resident to Owner for the purpose of inducing Owner to execute this Agreement. In the event any of the representations contained in the aforesaid application shall be found by Owner to be misleading, incorrect, or untrue, and was made with knowledge that said representation is or was misleading, incorrect, or untrue, Owner shall have the right to forthwith cancel this Agreement and to repossess the Site by legal process, reserving all rights and remedies against Resident as if a default hereunder had occurred in accordance with the terms hereof. Resident's rental application is attached hereto and made a part of this Agreement.

Resident accepts the Site as proposed and understands that it is Resident's responsibility to ensure that the size of the Site and the utility services are adequate for the proper installation and functioning of the home.

Initials

Initials

Date

15. SERVICES PROVIDED BY OWNER

Owner shall provide within the basic Site rent the following services for resident:

- a. Sewer and water;
- b. Trash and garbage collection, except bulk items;
- c. Maintenance of roads and common areas;
- d. Snow clearance of roads within the Community.

16. SALE OF HOME BY RESIDENT

The Resident shall have the right to sell his home and have it remain on the Site after resale, subject to the following conditions and procedures:

(a) Thirty (30) days prior written notice shall be given to Owner by any Resident who intends to sell his home. "For Sale" signs shall be limited to one (1) sign not to exceed 24 x 24 inches in size and shall only be displayed inside the window of the home for sale.

(b) The Resident shall permit Owner to inspect the home for sale, including all structures appurtenant thereto, to determine whether or not the home will meet the Community standards in size, quality, material specifications, or construction and the current standards with respect to appearance and safety conditions, in order that home may remain in the Community upon resale. Said inspection shall be made within ten (10) days of Owner's receipt of written notice from Resident and the payment of the inspection fee.

(c) The Owner shall notify Resident of the results of the inspection, in writing, within five (5) days of the inspection and shall furnish Resident with (1) a written list of any necessary repairs, modifications and/or changes which must be completed to Owner's satisfaction, prior to occupancy by any purchaser of the home or (2) a statement that the home does not meet the resale standards and may not remain in the Community after resale.

17. APPROVAL OF PROSPECTIVE RESIDENT

Owner reserves the right to approve a prospective resident and purchaser of a home to be retained in the Community after resale. Such prospective resident must qualify and be acceptable as to credit, job stability and other matters, on the same basis as of all new residents and complete the necessary documents required for a new Resident prior to occupancy or the home will be subject to removal from the Community.

18. MINIMUM STANDARDS OF HOMES

All homes to be placed in the Community for the first time, or retained after resale in the Community, must meet the minimum standards with respect to size, quality, appearance, material specification, construction and safety condition as contained in the Rules (Appendix B) attached hereto and made a part hereof.

19. CHANGE OF LOCATION

Owner reserves the right, upon thirty (30) days prior written notice, in the sole discretion of Owner, and for good reason, betterment and improvement of the Community to relocate a Resident, at Owner's expense, to another Site available in the Community.

20. RESIDENT NON-PERFORMANCE

If Resident shall default in the performance of any covenant, Owner may immediately, or at any time thereafter, without notice, perform the same for the account of Resident, in which event Resident shall, within ten (10) days after notice of such action by Owner, reimburse Owner for any cost or expense, including reasonable attorney's fees and court cost incurred thereby Owner.

21. NOTICE BY RESIDENT TO VACATE

Resident agrees to give Owner at least thirty (30) days prior written notice of Resident's intention to vacate the Site at the expiration of the term of this Agreement. All notices shall be given at the first of the month and shall expire on the last day of the same month. Resident agrees that the notice of intention to vacate shall be accompanied by payment of all rent to the end of the term and that the Resident is not be relieved of any prior rent obligations.

22. REFUSAL TO VACATE-REPOSSESSION OF SITE

Should Resident give Owner notice of his/her intention to vacate the Site and/or should Owner give Resident notice to vacate and demand the removal of the home from the Site, either because of a breach of any of the terms and conditions of this Agreement or upon termination of tenancy, as provided herein, and Resident shall fail to vacate the same on or prior to the time so stated, Resident agrees to pay Owner, as rent for said premises, the apportioned rent

for the notice and holdover period at the rate under the Agreement and further to reimburse Owner for any damages which may be sustained due to an inability caused by such holdover, of Owner to deliver possession of the site to a succeeding Resident. Upon failure of Resident to vacate the site as herein provided, Owner may:

(a) Eject Resident and take possession of the premises.

(b) In addition, the home shall be constituted abandoned, in which event, Owner shall remove, store and sell the home in accordance with the provisions of subtitle 2 of Title 25 of the Transportation Article of the annotated Code of Maryland.

Storage of the home shall be at Resident's expense without liability on Owner's part. Nothing contained herein is intended to limit any other remedies which Owner may have against Resident as a holdover Resident under this Agreement or applicable law.

23. OBLIGATIONS OF RESIDENT AND HIS GUEST(S)

Resident and his guest(s) agree as follows:

a. USE OF SITE. The leased Site shall be used only for the purpose of a private residential dwelling, and shall not be used for the practice of any profession, trade, craft of business, nor shall Resident otherwise make any unlawful, disorderly, improper or objectionable use thereof. The site may not be used for any purpose contrary to any statute, ordinance, or valid administrative order or regulation or in any manner which unreasonably disturbs or offends any other resident of the Community.

b. SUBLEASING AND ASSIGNMENT PROHIBITED. No home or premises shall be subleased or put in the possession of another party. This Rental Agreement may not be assigned.

c. OCCUPANCY OF PREMISES. The home shall not be vacant or abandoned throughout the term provided for herein. The Site shall not be occupied by any person other than those named and specified in the Application to Lease. Resident agrees to notify Owner of any change in the identity, number or status of persons occupying the premises within 15 days from the date of such change. The legal age for the head of household shall be at least eighteen years. At no time shall the number of persons sleeping in the house exceed the number permitted by applicable governmental regulations, ordinances, or statutes. Persons living in the Community more than fifteen (15) consecutive days, or during a year 30 total days, will be classified as Residents.

d. UTILITY PAYMENTS Resident agrees to pay all utility bills for gas, electricity, fuel and telephone used on the site during the term of this Rental Agreement and any extensions hereof. Resident further agrees to open all accounts with utility companies prior to the date of possession. Water and sewer is furnished at each home site by Owner, charges for which may be passed on to Resident upon the installation of water meters and proper notice. The cost of the initial connection of such facilities to the home shall be borne by the Resident. It is understood and agreed that all facilities, utilities or services referred to herein may be subject to failure, interruption or curtailment as a result of accident, breakage, strike, repair, improvements, inability to obtain proper fuel or any other cause, and that the Owner shall not be liable to the resident or to anyone else on account of any such failure, interruption or curtailment or in account of any injury, loss or damage resulting therefrom.

e. CONDITION OF PREMISES ON COMMENCEMENT AND TERMINATION. Owner will deliver the Site in a clean, safe and sanitary condition. Resident hereby acknowledges that he has been given the opportunity to examine the Site and that his acceptance of this Agreement is conclusive evidence that said Site is in good and satisfactory order and repair, unless otherwise specified in writing. Resident shall quit and surrender the Suite at the end of the term in as good condition as when received, reasonable wear and tear excepted. Resident shall forthwith, upon demand by Owner pay as additional rent to Owner, for the cost of repairing any damage done to the Site.

f. MAINTAIN SITE. The site shall be maintained as provided herein, by Resident in a neat, clean, good and sanitary condition and free of debris. Resident shall maintain and cut the lawn and maintain the landscape, plants and trees, which plants or trees shall not be removed or disturbed without the prior written consent of Owner. Any home in the Community and the immediate area surrounding the home, must meet the maintenance standards and all provisions of the State and County building, housing and health codes and the rules, regulations and standards of the Community.

g. REMOVAL OF HOME. Resident will not remove the home from the Site during the term of this Agreement or any renewal thereof, until all rent and taxes have been paid in full.

h. COMPLIANCE WITH COMMUNITY RULES. Resident will comply and conform to the Rules governing the occupancy of the home in the Community (a copy of which is marked Appendix `B: and is attached hereto and made a part hereof) and to such reasonable alterations, additions and modifications thereof as may from time to time be made by Owner, provided Resident receives a notice in writing at least thirty (30) days before the effective date of the proposed rule change, which Rules shall be considered a part of this Agreement with the same effect as though written therein. Resident covenants and agrees that said Rules and all amendments thereto shall be faithfully observed by Resident and all persons invited by Resident onto said Site. These rules are deemed necessary for the order, peace, health, safety and operation of the community, and for securing and promoting the convenience, safety and welfare of the Residents of the Community.

24. OBLIGATIONS OF OWNER.

Owner covenants and agrees with Resident as follows:

(a) That upon Resident's faithful performance under this Rental Agreement, Resident may and shall peaceably and quietly have, hold and enjoy the Site demised for the term and period aforesaid, subject nevertheless to the terms and conditions of this Rental Agreement. Owner further covenants to respect the privacy of the Resident.

(b) Comply with all applicable building, housing, zoning, and health codes.

(c) Keep in good repair the leased Site and all permanent fixtures that Owner proves.

(d) Keep in good state of appearance, repair, safety, and cleanliness the common areas and the buildings and improvement in the common area.

(e) Provide at all reasonable times, for the benefit of the Community Residents, access to common areas, including buildings and improvement which access may not infringe on the leased site of Resident.

(f) Allow Resident complete freedom of choice in the purchase of all goods and supplies, except as provided by law.

25. FURTHER CONVENANTS BETWEEN OWNER AND RESIDENT.

(a) **HOME PERSONAL PROPERTY.** Resident's home shall be deemed to be personal property and not realty, nor a fixture to realty after installation upon the Site.

(b) **SUBORDINATION.** This Agreement is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real property of which the Site forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Resident shall execute promptly any certificate, without compensations, which Owner may request and hereby constitutes and appoints Owner the Resident's attorney-in-fact, to execute any such certificate or certificates for or on behalf of Resident.

(c) CONDEMNATION. In the event of condemnation of the whole or any part of the Site by any competent authority for any public or quasi-public use or purpose, the term of this Agreement shall cease and terminate from the date on which the possession of the parts so taken shall be required for such use or purpose and the entire award shall go to Owner.

(d) OWNER ENTRY.

(1) SITE. Owner may erect, use and maintain pipes and conduits in the and through the Site, and to enter upon the Site during reasonable hours, (except at any time in the case of an emergency), to examine the same and to make repairs, alterations, improvements or additions as Owner may deem necessary or desirable and to take all material into and upon the Site as may be required therefore, without the same constituting an eviction in whole or in part and with no abatement or reduction in rent during the course thereof. Owner may enter upon the site to conduct an inspection or survey to assure compliance with the Rental Agreement or applicable codes.

(2) HOME. Except in the case of an emergency or to prevent imminent danger to a home or its occupant(s), Owner does not have any right of entry to the home without the prior written consent of Resident.

26. DEATH OF RESIDENT

The death of the last surviving Resident, who is a signatory to this Agreement, will constitute automatic termination of the tenancy. The benefit of this Agreement may not be assigned, transferred or assumed by the decedent's estate, his heirs, next of kin or beneficiary named in a will or trust.

27. EVICTION OF RESIDENT FOR CAUSE

Owner shall, at any time during the tenancy, have the right to evict the resident for the following reasons only:

(a) Non-payment of rent.

(b) Violations:

- (1) Making or causing to be made, with knowledge, any false or misleading statement on an application for tenancy;
- (2) Violation of a federal, state or local law that is detrimental to the safety and welfare of other Residents in the Community; or
- (3) Repeated violation of any rule or provision of the Rental Agreement occurring within a 6-month period

Notice:

An Owner shall deliver to Resident a written notice of the violation at least thirty days before the date he/she is required to vacate the Site. The notice shall be specifically addressed to Resident in question and shall provide a specific reason for the eviction.

28. OWNERS LIEN

Resident hereby grants and gives unto Owner a lien upon any and all property of the Resident, including, but not limited to, any home placed upon the hereinbefore described site, said lien to be effective as to the amount of any rent or utility charges due or other sums due and owing by the Resident at any time during or under this Agreement. In the event Resident shall default in the terms of this Agreement, or in the event of abandonment of the home by the Resident after the termination of this Agreement, Owner shall be free to pursue remedies both at law and equity with

regard to the enforcement of said lien in order to collect any amounts due and owing to the Owner on account of this Agreement.

29. REMEDIES

Any event of default committed by Resident, shall constitute breach of this Agreement and shall entitle Owner at its election, to the following rights and remedies:

(a) To exercise any and all rights it holds hereunder or under applicable law on account thereof at law or in equity, including the right to terminate this Rental Agreement, to reenter and repossess the Site and eject Resident therefrom and/or to bring suit against Resident, to enforce Resident's compliance with this Rental Agreement or collect any sum due to Owner hereunder or under applicable law, after giving such prior notice thereof to Resident for any such reason and the court determines that such breach has occurred, Resident shall pay to Owner (in addition to any judgment awarded to the Owner) all expenses incurred by Owner in connection therewith, including a reasonable attorney's fee and court costs.

(b) If Resident does not vacate the site at the end of the term or thirty (30) days after written notice of an event of default or termination and after demand for removal, Resident's home shall be removed pursuant to the remedies provided herein.

(c) Any and all rights and remedies given by Owner hereunder or at law or in equity shall be cumulative.

30. NOTICES

Notices or other documents required hereunder shall be deemed given when delivered personally to the parties hereto or their respective authorized agents or within three (3) days after being mailed, postage prepaid, first class mail, as follows: If by Owner to Resident, to Resident's home on the Site, if by Resident to Owner, at Owner's office, which is

31. FREEDOM OF PURCHASE

Resident acknowledges that Owner has not required, as a condition to Owner's entering into this lease, that Resident purchase the home, accessories, additions, steps, awning or materials necessary for installation of the home, from a specific dealer or dealers or that the home must have been constructed by a specific manufacturer or manufacturers except in connection with the initial leasing or renting of a newly constructed site not previously lease d or rented to any other person.

32. LIABILITY

All persons executing this Agreement shall be jointly and severally liable for performing Resident's obligations hereunder. Except as specifically limited herein, the covenants, conditions, and agreements contained in this Agreement shall bind owner and Resident and their respective heirs, distributees, executors, administrators, successors and assigns.

33. ENTIRE AGREEMENT

Subject only to Owner's Rules for occupancy of the Community, as same may be amended or supplemented from time-to-time, this Rental Agreement contains the entire agreement and understanding of the parties. No verbal statements, promises or representations made by Owner's agents, employees or representatives shall be imputed to Owner. Nothing shall prevent modification of the terms of this Rental Agreement by mutual agreement through the execution of a written addendum affixed to all copies of this Rental Agreement.

34. GOVERNING LAW

This Rental Agreement shall be governed by and construed according to the provision of Title 8A of the Real Property Article of the Annotated Code of Maryland, known as the Mobile Home Parks Act of 1980, as amended. All rights granted to Owner are several and cumulative to all statutory and common law remedies permitted by Maryland law.

35. SEPARABILITY

If any provision of this Rental Agreement or Rules incorporated herein, are deemed void and unenforceable by any court of competent jurisdiction or agency, said clause shall be stricken and all other provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, Residents hereby acknowledge that they have read this Rental Agreement, understood each and every provision, herein contained and the parties hereto have signed and sealed this Rental Agreement the date and year first above written. Upon execution of this Rental Agreement, Resident will be furnished a copy of this Rental Agreement and the Rules and Regulations of the Community.

By (SEAL)

Agent

By: (SEAL) By: (SEAL)

Resident

Resident

PHEASANT RIDGE ESTATES APPENDIX A - FEE

SCHEDULE

1. SITE RENTAL

Monthly Rate

*Basic Site Rental

\$

*Includes sewer and water service and trash collections ii. **ADDITIONAL**

MONTHLY FEES

Description:

Total Additional Monthly Fees Carroll County Tax

****TOTAL MONTHLY PAYMENT**

III. NON-REFUNDABLE FEES

The following non-refundable fees are to be paid to Park Owner Prior to placing the mobile home in the Park.

1. Electrical Hook-up Fee

- 50 AMP \$
- 100 AMP \$
- 150 AMP \$
- 200 AMP \$

2. Installation Fee \$

3. Water and Sewer Connection \$

4. Other:

- Description \$
- Description \$

TOTAL NON-REFUNDABLE FEES S

IV. OTHER FEES

- 1. Inspection for resale of Home \$ 30.00
- 2. Payment Checks Returned by Bank \$ 25.00
- 3. Application Fee \$ 50.00

4. Other:

Describe 5% Late Charge \$

Describe \$

5. Resident's Non-Performance - Rental Agreement covenants as provided for in Section 21 of said Agreement.

**Monthly rent will be subject to change during the term of this Rental Agreement pursuant to the provision of Section 10 of the Agreement.

V. FEE INCREASE

Park Owner reserves the right to increase any fee or charge contained in Appendix A, provided the Park Owner delivers to every Resident a notice in writing, of the increase or change, at least thirty (30) days before the effective date of the increased park fee.

PHEASANT RIDGE ESTATE.

By _____
Agent

Resident

Resident

**PHEASANT RIDGE ESTATES
APPENDIX B
RULES AND REGULATIONS**

These Rules have been adopted to protect your investment in your home and to enhance the desirability of residing in the park. These Rules are designed to prevent nuisances and the impairment of the attractiveness of the community and are deemed necessary for the order, peace, health, safety and operation of the park, and for securing and promoting the convenience, safety and welfare of the Residents of the park.

BUILDINGS AND APPURTENANCES

1. All homes shall be maintained in good condition and repair and the exterior of all homes shall be clean, neat and properly painted at all times, and the Management reserves the right to require reasonable repair, maintenance and improvement of any home.
2. Utility services including water, electricity, sewer and others are to be properly connected, insulated and protected before Resident takes occupancy and during the tenancy.
3. Plumbing is to be kept in good repair and plumbing leaks are to be repaired immediately. The Manager reserves the right to shut off the water supply to a home if a water leak exists wherever such action is deemed by the Management to be in the best interest of the park.
4. The Manager must approve all exterior improvements, additions or structural changes.
5. If a home is substantially damaged by fire, windstorm or other cause, the Resident shall repair or remove the damaged home within reasonable time or the Management may do so at the Resident's expense. If the Resident elects to repair his damaged home, such repairs shall begin as soon as practicable after the damage has occurred. All loose damage and debris shall be removed immediately. Damage visible on the exterior of a home shall be repaired within fifteen (15) days or the Management may require that the home be removed from the park for repair.
6. All homes:
 - a. Are to have heat tapes, which are operative and maintained from October 1 to April 1. No one may run water to keep lines from freezing. Heat tapes should be checked periodically to prevent freeze ups and costly repairs.
 - b. Must display the site number on the street side of the home.
 - c. Must be installed in a uniform manner. Prior to the date of delivery, the dealer and/or Resident must obtain a complete list of set-up requirements established by the Manager, and will make certain that all materials necessary for a proper set-up accompany the home to the park. Upon arrival, the driver will walk the site with a representative of the Park, who will supervise the placing of the home on the site.
 - d. Oil and propane gas tanks must be located at the rear of the home and in no event shall they be located within five (5) feet of any door entrance to the home. All tanks shall be painted with a color that will blend and be in harmony with the home. All tanks must be secured firmly in compliance with county regulations.
 - e. Should comply with the smoke detector regulations of the county. Fire extinguishers should be available in each mobile home.

f. Any type of TV antenna must not be higher than 7 feet about the mobile home, using no larger than a two- (2) inch pipe. TV antennas must be attached to the mobile home, not to vent pipes or fences. Guy wires in the yard will not be permitted. Short wave or ham operator antennas are not permitted.

UTILITY BUILDINGS

1. One utility building per home is permitted so long as such building conforms to the county code and is approved by the appropriate local authority.
2. Utility buildings shall not exceed 12' X 10' in size except with the express written consent of Management.
3. Metal buildings not exceeding the above specifications are permitted if made by a recognized and reputable manufacturer.
4. Each building shall be of a design in harmony with the home which it serves, shall be constructed in a craftsman-like manner and shall be painted or stained to blend with the home. Such buildings shall be kept in good condition and neat at all times. Management shall be consulted for proper location of the building on the site.

ALTERATIONS

1. No change in the exterior color of a home, addition thereto, steps, skirts, fences or other building in the park shall be made without the prior written consent of Management. No construction or placing in the park of any home or other buildings or of any exterior addition to the home or any such other building shall take place without such consent. Anyone seeking such consent shall submit a description of the proposed change or construction, including adequate plans and specifications where applicable. Management shall review such description with regard to harmony of exterior architectural design, attractiveness, and location in relation to surrounding structures and topography, and shall respond in writing to the resident seeking such consent within fifteen (15) days of its receipt of such description.
3. In addition to its rights set forth above, the Management may require as a precondition to renting or leasing a site within the park that the Resident repair, change or modify any home, other building, or any addition to any home or other building, with in the discretion of the Management, does not comply with the above standards.

LAWNS, TREES AND SHRUBBERY

1. Lawns and grass must be kept cut, neat and free of weeds, articles or objects.
2. Grass and weeds shall be removed from around trees, shrubbery and gardens.
3. Resident shall keep gardens neat and well cared for. No automatic sprinkler or soaking hoses are permitted.
4. In the event a Resident fails to maintain park standards, the work will be done by or through the Management which will charge a fee payable as additional rent, amounting to the actual cost of the service performed. The grass will be mowed at a rate of \$25.00 per hour with a one-hour minimum.
5. Without prior written approval of Management no rod, stake, pipe or other object shall be driven into the ground and there shall be no digging anywhere within the park because of the danger therefrom to underground pipes, wires, and conduits. Resident will be liable for any damages caused by any violation of this rule.

6. Lawn furniture, freezers, major appliances, bicycles, toys, barbecues, and other outdoor items, when not in use, detract from the appearance of the entire immediate area and therefore should be properly stored.

7. To maintain safety for himself and family, no Resident shall store or place articles or materials under the home, which are flammable or unsanitary.

DRIVEWAYS, WALKS, PORCHES AND PATIOS

1. Resident shall remove ice and snow from driveways, walks and patios.
2. Driveway lights shall be kept in good operating condition at all times.
3. Porches, railings and awnings shall be kept in good repair and painted in harmony with the color of the home.

FENCES, STEPS AND SKIRTS

1. Fences are not permitted to be installed in the Park. All existing fences must be maintained in good condition and repair. Existing fences must be removed, at the expense of the Resident, when a Resident removes his mobile home from the Park.
2. Fences, steps and skirts shall be kept neat and in good repair.
3. Steps to the homes, porches or patios shall be constructed of sturdy precast concrete or shall be of treated wood or aluminum construction or acceptable mortared bricks. Concrete blocks are not acceptable.
4. Porches, awnings, skirting and screening are the property of the Resident. However, if left on the lot at the time of moving, they shall become the property of the Park.
5. Within sixty (60) days from installation, the home must be underskirted with material approved by Management, which underskirting must provide adequate access for inspection or repair of utilities. The material shall be made of aluminum or vinyl and shall be of a color harmonious with the color of the home.

TRASH AND GARBAGE

1. All trash and garbage must be stored in the rear of the home until collection, in rodent proof, insect proof and watertight county approved containers securely covered and fastened. The days of pick-up will be designated and posted in the park office.
2. Abandoned, unused or rusting material, or other types of junk, shall not be permitted on any site.
3. There shall be no burning of leaves, trash or other materials within the park. The outdoor cooking of food is permitted within the park only while a responsible adult shall be in attendance.

CLOTHESLINE AND REELS

1. Clothesline are not permitted outside of home.
2. Umbrella type clothes reels are permitted. Management should be consulted for proper location.

AUTOMOBILES

1. Only passenger vehicles in good repair and appearance shall be kept in the park.

2. Unregistered or junk vehicles shall not be permitted in the park. Such vehicles shall be towed away at the vehicle owner's expense.
3. No major repair to, or overhauling, or washing of any motor vehicle shall be made or accomplished anywhere on park property.
4. Damage to paved parking areas caused by leaking gas or oil from other vehicles shall be the responsibility of the Resident.
5. Reasonable speed limits are essential to safeguard Residents, guests and visitors. A speed limit of 15 mph will be strictly enforced.
6. Legally licensed motorcycles may be used in the community provided they have a moderate to low operating noise level. Unlicensed motor scooters, mini bikes, 4 wheelers, moped and trail bikes may not be driven in the park.
7. Vehicle engines shall not be unnecessarily raced or gunned at anytime. All vehicles must maintain muffler system in good repair and working order.
8. Motor vehicles shall be operated in the park in accordance with the laws of the Statue of Maryland and the county code and the safety, parking and traffic control signs posted within the park.
9. Joy riding, loud mufflers, reckless driving are not permitted in the park. PLEASE BE CAREFUL. Children usually are not. Only one violation notice will be given.

VEHICLES NOT PERMITTED

1. Commercial vehicles are not permitted to be kept in the park.
2. Trucks, vans, or recreational vehicles, with gross weights in excess of two (2) tons may not be driven on park streets or parked on any site.
3. Abandoned and/or unlicensed vehicles are not permitted to be parked in the community.
4. No boats, campers, trailers or RVs are permitted in the community.

PARKING

1. Off-street parking will be subject to posted parking and removal restrictions which are imposed for your safety and fire protection. Each home will be limited to two (2) vehicles only.
2. Vehicles shall be parked overnight only in driveways or in parking areas.
3. Vehicles parked overnight or in unauthorized places may be towed away at Resident's expense.
4. One-way street, no dumping and fire lane signs will be strictly enforced.
5. Boats or boat trailers may not be parked in the Park.
6. Vehicles are not to be parked on the grass at any time.

PETS AND ANIMALS

1. All Pets must be kept inside the home at all times. Any pet found outside will be trapped and taken to the Humane Society. See addendum regarding dog ownership.

NOISE

1. Residents of the park and their guests shall conduct themselves in a reasonable quiet manner so as not to disturb others.
2. Noise levels shall be reduced after 10:00 p.m. for the benefit of all residents.
3. Residents shall keep their radios, record players, televisions, voices and other sound sources at a moderate level.
4. Loitering will not be tolerated anywhere within the park! The Security Patrol and/or County Police will strictly enforce this Loitering Restriction. The parents of any violators will be notified and will be responsible for conduct of their children and their guests.

GENERAL

1. The use of any firecracker, firearm, BB gun, air rifle, bow and arrow, slingshot or other weapon or dangerous device is prohibited with the Park.
2. No alcoholic beverages may be consumed in the public areas of the park. No loud, vulgar or profane language will be permitted.

No peddling, soliciting or commercial enterprises are permitted in the park. Signs or advertisement of any type is prohibited.

All residents and each member of their families shall register through the Management's office prior to occupancy of the mobile home stating each member's date of birth, sex and total number in the family. An additional charge of \$20.00 will be added to the basic monthly rent for a third adult (anyone over the age of 18) residing in the home.

The management reserves the right to evict the occupants of a space as set forth in the Maryland Mobile Home Parks Act of 1980, Maryland Real Property Code Ann, Section 8A-101 *et seq.*, as amended from time to time.

Conduct and safety:

1. In order to maintain the quiet peaceful environment that residents demand, radios, televisions, and any other sources of noise or music must be kept within the bounds of moderation at all times. Loud and boisterous parties will not be permitted. All residents are expected to conduct themselves in a quiet, dignified, and neighborly manner.
2. Drunkenness or immoral conduct will not be tolerated.
3. Bicycling must be stopped at dusk (sundown). No skateboards allowed.

No air rifles, B.B. guns, Bow and Arrows, or firearms, or any other type of dangerous instrument may be carried or used in the park.

5. A working smoke detector must be kept inside the mobile home.

- 6. No swimming or wading pools are permitted in the park.
- 7. Children are not permitted to play with a water hose. **Sale of Mobile**

Home on Site:

- 1. The Management reserves the right to approve the buyer. At no time shall a mobile home be sold or shall the buyer occupy the mobile home prior to making application and signing a lease transferring all information required by law to the Management.
- 2. The quality and maintenance standards for any mobile home to be placed or retained after resale in the park must comply in accordance with the state and county health laws and regulations.

Children:

- 1. Parents are expected to exercise control of their children's conduct and will be held responsible for their actions and any damage caused by them.
- 2. Children of the residents and the children's guests are not allowed to trespass or to play on other resident's sites unless they are invited.
- 3. There will be no playing or loitering in the streets or any of the common areas within the park.
- 4. It is the responsibility of the parents to make sure their children understand and obey the rules and regulations of the community.

ENFORCEMENT

- 1. Enforcement of these Rules shall be the responsibility of Management. Violations should be reported in writing to the Management. Any violation of a provision of these Rules which is not corrected as set forth in the violation notice from the Owner may entitle the Management to evict the Resident after 30 days from Resident's failure to correct the violation.

AMENDMENTS

- 1. Management may make amendments to the Rules at any time, and copies of such amendments shall be distributed to Residents. Such amendments shall become effective the later of: (a) the date specified in the amendment, or (b) thirty (30) days after the Management gives to each Resident written notice of the proposed amendment.

POSTING

- 1. A copy of the Rules will be posted in the Management office located in the park an/or at any appropriate location in the park normally used for posting of announcements

PHEASANT RIDGE ESTATES

Agent

By:
Resident

By:
Resident

Date

Addendum

Dogs

Pheasant Ridge would like all of its residents to enjoy living here at Pheasant Ridge. Not everyone shares the same feelings toward dogs. Your having a dog as a pet must not create any type of a nuisance that other residents of the community would consider objectionable.

Therefore the following regulations regarding dog ownership are required:

1. All dogs must be registered at the management office.
2. The size limit is fifteen (15) pounds. And twelve (12) inches tall at the shoulder.
3. There is a limit of one (1) dog per site.
4. All owners must provide the management with proof of current dog registration and all necessary shots.
5. The management shall be provided with a current picture of the dog.
6. All dogs must be kept indoors unless being **walked on a leash**. When walking your dog, at no time shall you trespass on any other residents site.
7. At no time shall a dog be left outside or tied outdoors unattended. This includes any shed or deck areas.
8. Any dog barking that is audible on any adjacent site to yours is unacceptable and you will be required to remove the dog from the community.
9. You are responsible for the actions of your dog.

Residents hereby acknowledge that they have read and understand this addendum and that failure to comply with any of the above requirements will result in the management's request that the resident remove the dog from the community. Failure to do so will be remedied by the rules and regulations as specified in your lease agreement with regards to Rules and Regulations Compliance.

Description:

Color	Weight	Height
Date of birth	Name	Sex <u>Male / Female</u>

Resident	(Seal)	Address
----------	--------	---------

Landlord (Agent)	Date
------------------	------

VIOLATION CHECK LIST		
Violation	Description	Timeline
PRESSURE WASHING	Home, Skirting, Decks, Sheds	7 days
TRASH	Remove from site, Exterior, Yard, Trash can in place	3 days
DOGS	Dogs not on leash, Cats running loose, Feeding Stray Animals, Clean up pet feces	24 Hrs
	Dogs not permitted in Community: Pit Bulls, Chow Chow, Wolf/dog mix, Doberman, German Shepard's, Rottweilers, Stafford Terriers	24 Hrs
WINDOWS	Replacement Windows/Window Coverings - Broken Glass, Broken Blinds, Drapes, Screens, Flags, Christmas lights	7 days
HOMES EXTERIOR	Exterior: Siding, Deck, Skirting, Roofs, Screens, Entries, Painting, Doors	30 Days
SHEDS	Sheds: Painting, Siding, Skirting	7-14 days
HOME SITE APPEARANCE	Landscaping: Cut grass, Trim bushes/trees, Edging, Weed-eating (**Issue violation for force mows on Thurs with cut on Monday-Tues)	4 days
UN-ALLOWED ITEMS	Items not Allowed on Home Site: Swing Sets, Outside Junk, Small Pools, Toys, Swings from trees, Tents, make-shift carports, Trampoline, Appliances	3 days
VEHICLES	Vehicles: RV, Jet Ski's, Boats, Trailors, Cement mixers, Box Vans, 18-Wheelers Commercial Vehicles, Personal Vehicles	24 Hrs
HSE ISSUES	HSE Issues: Concrete, Meter Base, Tree roots, Anchors, Decks, Stumps, Cable Wire, Hole in ground, Leaks, Water & Sewer Leaks, Driveways, Gas Risers, Sidewalks, Vacant lot items	24 Hrs IMMEDIATE ATTENTION
BUILDINGS	Buildings: Permits & New addresses on home	72 Hrs
Color codes		
Purple	PAINT/PRESSURE WASHING -(HOMES, SHEDS AND DECKS)	30 Days
Pink	PRESSURE WASHING-(HOMES, SHEDS AND DECKS)	7 Days
	HOME SITE CLEAN UP	24 Hrs
Green	PAINT -(HOMES, SHEDS AND DECKS)	30 Days
Red	ABANDON HOMES (Have Removed)	14 days